

Objections and Response to Request No. 56:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 57:

57. During the period December 2001 to May 2002, Robert Faulkner was an authorized user of the NICE system of NOS/ANI.

Objections and Response to Request No. 57:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to "authorized user." Without waiving said objections, admitted Faulkner had access to elements of the NICE system. Denied that Faulkner was authorized to record calls from that system and remove the recordings from the premises.

Request No. 58:

58. During the period December 2001 to May 2002, NOS/ANI employed Tim Slingerland.

Objections and Response to Request No. 58:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 59:

59. During the period December 2001 to May 2002, NOS/ANI employed Marsha Gibbs.

Objections and Response to Request No. 59:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 60:

60. Marsha Gibbs is currently an employee of NOS/ANI.

Objections and Response to Request No. 60:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that Marsha Gibbs' employment was terminated by the Companies in June 2002 and that she was re-hired shortly after and placed in a different position.

Request No. 61:

61. At some time during the period December 2001 to May 2002, Tim Slingerland and Marsha Gibbs worked in the Quality Assurance Department of NOS/ANI.

Objections and Response to Request No. 61:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "worked in the Quality Assurance Department of NOS/ANI." Without waiving said objection, admitted that both Tim Slingerland and Marsha Gibbs engaged in Winback I and Quality Assurance efforts.

Winback Script

Request No. 62:

62. Attachment A is a true and accurate copy of a NOS/ANI document entitled “DM Presentation Winback 1” (as amended, the “Winback Script”).

Objections and Response to Request No. 62:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 63:

63. NOS/ANI employees used the Winback Script when making winback calls to former NOS/ANI customers.

Objections and Response to Request No. 63:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Winback I scripts were used when making calls to partial line customers. Over time many different variations of this script were used.

Request No. 64:

64. NOS/ANI employees followed the Winback Script at the direction of NOS/ANI Management.

Objections and Response to Request No. 64:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 65:

65. The purpose of the Winback Script was to facilitate NOS/ANI employees' efforts to induce former customers to authorize the switch from their other telephone service providers back to NOS/ANI.

Objections and Response to Request No. 65:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the term "purpose." Without waiving said objections admitted that winback efforts of the Companies attempted to retain service of customers.

Request No. 66:

66. The Winback Script was created and adopted by NOS/ANI Management in approximately December 2001.

Objections and Response to Request No. 66:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "created and adopted."

Without waiving said objections, admitted that the Winback I script was used in December 2001.

Request No. 67:

67. The Winback Script was revised by NOS/ANI several times between December 2001 and April 2002.

Objections and Response to Request No. 67:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “was revised by NOS/ANI several times.” Without waiving said objections, admitted that the Winback I script was edited from time-to-time.

Request No. 68:

68. NOS/ANI Management provided the Winback Script to its branch managers and sales representatives for routine use on winback calls

Objections and Response to Request No. 68:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the term “provided” and phrase “for routine use.” Without waiving said objections, admitted that the Companies utilized winback scripts for winback calls.

Request No. 69:

- 69 One or more NOS/ANI officers reviewed the Winback Script.

Objections and Response to Request No. 69:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Without waiving said objections, admitted.

Request No. 70:

70. One or more NOS/ANI directors reviewed the Winback Script.

Objections and Response to Request No. 70:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Without waiving said objections, denied.

Request No. 71:

71. One or more members of NOS/ANI Management, other than NOS/ANI’s officers and directors, reviewed the Winback Script.

Objections and Response to Request No. 71:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Vague and ambiguous with respect to the phrase “NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 72:

72. NOS/ANI employees making winback calls used a revised form of the Winback Script during the period June 2002 through April 2003.

Objections and Response to Request No. 72:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “used a revised form.” Without waiving said objections, admitted that the Companies utilized winback scripts for winback calls during the period June 2002 through April 2003.

Request No. 73:

73. One or more NOS/ANI officers reviewed the revised Winback Script during the period June 2002 to April 2003.

Objections and Response to Request No. 73:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase “officers reviewed the revised.” Without waiving said objections, admitted that one or more of the Companies’ officers participated in winback scripting during the period June 2002 through April 2003.

Request No. 74:

74. One or more NOS/ANI directors reviewed the revised Winback Script during the period June 2002 to April 2003.

Objections and Response to Request No. 74:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Without waiving said objections, denied.

Request No. 75:

75. One or more members of NOS/ANI Management, other than NOS/ANI’s officers and directors, reviewed the revised Winback Script during the period June 2002 to April 2003.

Objections and Response to Request No. 75:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "One or more members of NOS/ANI Management, other than NOS/ANI's officers and directors, reviewed the revised." Without waiving said objections, admitted that one or more employees with managerial responsibilities participated in winback scripting during the period June 2002 through April 2003.

Request No. 76:

76. Joseph Koppy reviewed the Winback Script during the period December 2001 to April 2003.

Objections and Response to Request No. 76:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "reviewed." Without waiving said objections, denied.

Request No. 77:

77. Robert Lichtensten reviewed the Winback Script during the period December 2001 to April 2003.

Objections and Response to Request No. 77:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "reviewed." Without waiving said objections, denied.

Request No. 78:

78. Michael Arnau reviewed the Winback Script during the period December 2001 to April 2003.

Objections and Response to Request No. 78:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Without waiving said objections, admitted that Michael Arnau participated in winback scripting during the period December 2001 to April 2003.

Request No. 79:

79. A representative of the Rosetta Delug Family Trust reviewed the Winback Script during the period December 2001 to April 2003.

Objections and Response to Request No. 79:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Without waiving said objections, denied.

Request No. 80:

80. Karol Frodsham reviewed the Winback Script during the period December 2001 to April 2003

Objections and Response to Request No. 80:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “reviewed.” Without waiving said objections, denied.

Request No. 81:

81. NOS/ANI Management permitted its employees using the Winback Script to alter or embellish the statements in the Winback Script in calls to customers.

Objections and Response to Request No. 81:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "alter or embellish the statements." Without waiving said objections, denied that employees were "permitted" to alter or embellish statements in a manner inconsistent with the scripts.

Request No. 82:

82. When a NOS/ANI employee engaged in a winback call, the customer's telephone service had been switched already from NOS/ANI to a new carrier.

Objections and Response to Request No. 82:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

With waiving said objections, denied; only in error would the referenced scenario occur.

Request No. 83:

83. During the period December 2001 to May 2002, the number of NOS/ANI customer complaints alleging that the customer's service had been switched back to NOS/ANI without the customer's authorization increased from the number received prior to the winback program.

Objections and Response to Request No. 83:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “prior to the winback program ” Without waiving said objections, admitted that there appear to have been instances in which winback representatives went impermissibly beyond the bounds of the script and script guidelines.

Request No. 84:

84. During the period December 2001 to May 2002, the number of NOS/ANI customer complaints alleging that the NOS/ANI employees exerted undue pressure on them to authorize a switch back to NOS/ANI increased from the number received prior to the winback program.

Objections and Response to Request No. 84:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “exerted undue pressure.” Interpretation of the phrase “exerted undue pressure” calls for a legal conclusion. Without waiving said objections, admitted that there appear to have been instances in which winback representatives went impermissibly beyond the bounds of the script and script guidelines.

Request No. 85:

85. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the call was made after the customer’s lines had been switched already from NOS/ANI: “Your lines are still billing on our service.”

Objections and Response to Request No. 85:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied

that such a statement was misleading in any manner when lines remained with the Companies.
Company policy was to use this script only when some service remained with the Company.

Request No. 86:

86. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose lines had been switched already: "Your lines are still billing on our service."

Objections and Response to Request No. 86:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies.
Company policy was to use this script only when some service remained with the Company.

Request No. 87:

87. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer's lines had been switched already to the customer's new preferred carrier: "I imagine you want [your lines] left up and running till the new carrier picks them up . . . right."

Objections and Response to Request No. 87:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies.
Company policy was to use this script only when some service remained with the Company.

Request No. 88:

88. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose lines had been switched already to the customer's new preferred carrier: "I imagine you want [your lines] left up and running till the new carrier picks them up right."

Objections and Response to Request No. 88:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 89:

89. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer would not lose telephone service if he/she did not sign the LOA: "I'm also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them."

Objections and Response to Request No. 89:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies.

Section 4.19 of the Companies' Web tariff gave the Companies the right to terminate partial line accounts.

Request No. 90:

90. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose lines had been switched already and who would not lose telephone service if he/she did not sign the LOA: "I'm also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them."

Objections and Response to Request No. 90:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies.

Section 4.19 of the Companies' Web tariff gave the Companies the right to terminate partial line accounts.

Request No. 91:

91. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the NOS/ANI LOA was not merely a temporary authorization for NOS/ANI to maintain the service until the new carrier switched the lines but instead would authorize a switch back to NOS/ANI: "I'm also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them."

Objections and Response to Request No. 91:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. The LOA in no way obligated the customer to a minimum time period, nor did it in any way prevent customers from moving their service to another carrier immediately thereafter.

Request No. 92:

92. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew when the NOS/ANI employee would make the statement the NOS/ANI LOA was not merely a temporary authorization for NOS/ANI to maintain the service until the new carrier switched the lines, but instead would authorize a switch back to NOS/ANI: “I’m also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them.”

Objections and Response to Request No. 92:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. The LOA in no way obligated the customer to a minimum time period, nor did it in any way prevent customers from moving their service to another carrier immediately thereafter.

Request No. 93:

93. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the new carrier would have switched the customers lines already: “Now because you’ve signed a letter of agency with another company and they didn’t pick up all your lines at once this could cause a disruption to your service. . . . so I’m calling to confirm that you still want ALL your lines left up and running for now.”

Objections and Response to Request No. 93:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 94:

94. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose new carrier would have switched the customer's lines already: “Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now.”

Objections and Response to Request No. 94:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 95:

95. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer's signing an LOA with a new carrier would not cause a disruption to the customer's telephone service: “Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so

I'm calling to confirm that you still want ALL your lines left up and running for now."

Objections and Response to Request No. 95:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Section 4.19 of the Companies' Web tariff gave the Companies the right to terminate partial line accounts.

Request No. 96:

96. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that when the NOS/ANI employee would make the statement, the customer's signing an LOA with a new carrier would not cause a disruption to the customer's telephone service: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."

Objections and Response to Request No. 96:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Section 4.19 of the Companies' Web tariff gave the Companies the right to terminate partial line accounts.

Request No. 97:

97. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was false because the new carrier would have switched the customer's lines already. "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."

Objections and Response to Request No. 97:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied that such a statement was false in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 98:

98. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose new carrier had switched the customer's lines already: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."

Objections and Response to Request No. 98:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied that such a

statement was false in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 99:

99. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was false: “Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts.”

Objections and Response to Request No. 99:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. For most of the period in question, the partial line policy was formally tariffed at section 4.19 (“Refusal or Discontinuance by Company”) of the Companies’ federal “tariff” available online and otherwise consistent with the FCC’s detariffed initiative.

Request No. 100:

100. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false when the NOS/ANI employee made the statement: “Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts.”

Objections and Response to Request No. 100:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. For most of the period in question, the partial line policy was formally tariffed at section 4.19 (“Refusal or

Discontinuance by Company”) of the Companies’ federal “tariff” available online and otherwise consistent with the FCC’s detariffed initiative.

Request No. 101:

101. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because it implied that a NOS/ANI tariff provision required prior Commission approval: “Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts.”

Objections and Response to Request No. 101:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied. The partial line policy, tariffed at section 4.19 (“Refusal or Discontinuance by Company”) of the Companies’ federal “tariff” was available online and otherwise consistent with the FCC’s detariffed initiative. The statement does not imply any FCC approval or involvement.

Request No. 102:

102. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew when a NOS/ANI employee would make the statement it would imply that a NOS/ANI tariff provision requires prior Commission approval: “Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts .”

Objections and Response to Request No. 102:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied.

For the period in question, the partial line policy was formally tariffed at section 4.19 (“Refusal or Discontinuance by Company”) of the Companies’ federal “tariff” available online and otherwise consistent with the FCC’s detariffed initiative.

Request No. 103:

103. NOS/ANI is not required by law to obtain Commission approval of its tariff provisions.

Objections and Response to Request No. 103:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Interpretation of the phrase “required by law” calls for a legal conclusion. The Request is irrelevant because the Companies have never stated or implied otherwise. Without waiving said objections, denied that Commission policies and regulations, such as the detariffing initiative, do not relate to the manner in which the Companies provided notice to customers of terms and conditions of interstate service.

Request No. 104:

104. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the NOS/ANI system was not set up to take down accounts that had partial lines still billing: [O]ur system is set up to take down accounts that have partial lines still billing . . . so I’m calling to confirm that you want these lines left up and running for now.”

Objections and Response to Request No. 104:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied.

For most of the period in question, the partial line policy was formally tariffed at section 4.19 (“Refusal or Discontinuance by Company”) of the Companies’ federal “tariff” available online and otherwise consistent with the FCC’s detariffed initiative. Before such time the policy was informal, only insofar as not explicitly contained in the online “tariff.”

Request No. 105:

105. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false because NOS/ANI Management knew that when a NOS/ANI employee would make the statement the NOS/ANI system would not be set up to take down accounts that had partial lines still billing: “[O]ur system is set up to take down accounts that have partial lines still billing . . . so I’m calling to confirm that you want these lines left up and running for now.”

Objections and Response to Request No. 105:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. For most of the period in question, the partial line policy was formally tariffed at section 4.19 (“Refusal or Discontinuance by Company”) of the Companies’ federal “tariff” available online and otherwise consistent with the FCC’s detariffed initiative. Before such time the policy was informal, only insofar as not explicitly contained in the online “tariff.”

Request No. 106:

106. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was false because the NOS/ANI employee could not monitor current call traffic on the customer’s lines: “[O]ur system is set up to take down accounts that have partial lines still billing . . . so I’m calling to confirm that you want these lines left up and running for now.”

Objections and Response to Request No. 106:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “current call traffic.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise. All but one of the customers referenced by the Commission in the Show Cause Order had lines remaining with the Company at the time of the Winback I contact.

Request No. 107:

107. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false because NOS/ANI Management knew that when a NOS/ANI employee would make the statement the NOS/ANI employee would not be able to monitor current call traffic on the customer’s lines: “[O]ur system is set up to take down accounts that have partial lines still billing . . . so I’m calling to confirm that you want these lines left up and running for now.”

Objections and Response to Request No. 107:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “current call traffic.” Interpretation of the phrase “false”

calls for a legal conclusion. Without waiving said objections, denied. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise. All but one of the customers referenced by the Commission in the Show Cause Order had lines remaining with the Company at the time of the Winback I contact.

Request No. 108:

108. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer's lines would have been switched already: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."

Objections and Response to Request No. 108:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied. For most of the period in question, the partial line policy was formally tariffed at section 4.19 ("Refusal or Discontinuance by Company") of the Companies' federal "tariff" available online and otherwise consistent with the FCC's detariffed initiative. Before such time the policy was informal.

Request No. 109:

109. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI

Management knew that a NOS/ANI employee would make the statement when the customer's lines had been switched already: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."

Objections and Response to Request No. 109:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied. For most of the period in question, the partial line policy was formally tariffed at section 4.19 ("Refusal or Discontinuance by Company") of the Companies' federal "tariff" available online and otherwise consistent with the FCC's detariffed initiative. Before such time the policy was informal

Request No. 110:

110. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the calls with the local phone company referred to in the following statement did not usually take about 20 minutes: "[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it's ok to just use your name . . . we take care of it ourselves . . . this way we don't have to bug ya anymore is that O.K."

Objections and Response to Request No. 110:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied. It was the Companies' experience that, including hold time, the process often takes 20 minutes.